

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 020413 2620140

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is entered into by and between Peer Review Systems, Inc. dba Permedion, an Ohio nonprofit corporation ("Assignor"), and Permedion, Inc., a New York corporation ("Assignee") effective as of July 25, 2008.

WHEREAS, Assignor owns all right, title and interest to the following trademark registration (the "Mark"):

1. PERMEDION

U.S. Registration No. 2,620,140

WHEREAS, Assignee, or its assigns as permitted hereunder, desires to acquire all right, title and interest in and to the Mark, together with the goodwill associated with the Mark and all past, current or future causes of action for infringement of the same;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, sells, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, including all past, current or future causes of action for infringement of the same.
2. Assignor hereby authorizes and requests, as appropriate, the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Mark.
3. Assignor represents and warrants to Assignee that it has not heretofore assigned, pledged or otherwise encumbered the Mark, and that the signatory hereto has full power to enter into this agreement and to make the grants herein contained on behalf of Assignor.
4. Assignor hereby agrees to promptly provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation, implementation or perfection of this Agreement.
5. This is the complete Agreement between the parties with respect to the subject matter contained herein and the parties all intend and agree that this Assignment may not be modified or any waiver of terms claimed unless in writing signed by all parties. This Agreement shall be governed by the laws of the State of New York, exclusive of its conflicts of laws provisions.

6. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same original Agreement.

ASSIGNOR:

PEER REVIEW SYSTEMS, INC. DBA PERMEDION

By: Gail E Mutchler MD, Chairman
Gail E. Mutchler, M.D.
Chairman

Date: 07/23/08

ASSIGNEE:

PERMEDION, INC.

By: Walter D Hosp
Walter D. Hosp
Treasurer and Secretary

Date: 7/24/08